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DWZ-780



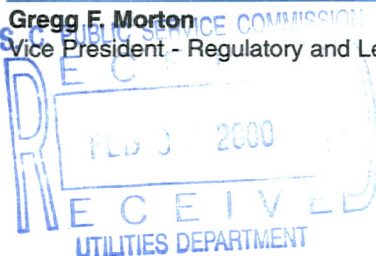
BELLSOUTH

Gregg F. Morton
Vice President - Regulatory and Legislative Affairs

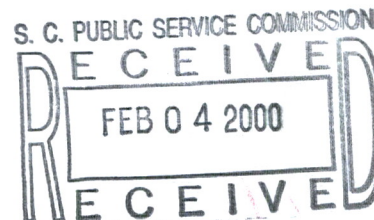
Suite 807
1600 Hampton Street
Columbia, South Carolina 29201
803 733-6300
FAX 803 771-4680

2000-0064C

January 31, 2000



The Honorable Gary E. Walsh
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211



Re: Approval of the Physical Collocation Agreement
Negotiated by BellSouth Telecommunications, Inc. and
AVANA Communications Corporation pursuant to Sections
252(e) of the Telecommunications Act of 1996

Dear Mr. Walsh:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and AVANA Communications Corporation ("AVANA") are submitting to the South Carolina Public Service Commission their negotiated agreement for collocation.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the collocation agreement between BellSouth and AVANA within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

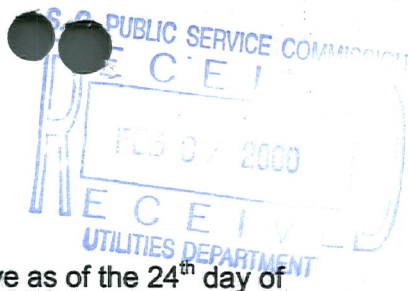
Very truly yours,

Gregg F. Morton

GFM/jbm
Enclosures

Account of
Post to
AVANA
Doc of
no.

AGREEMENT



This Agreement, which shall become effective as of the 24th day of January 24, 2000, is entered into by and between AVANA Communications Corporation ("AVANA"), on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, AVANA has requested that BellSouth make available the collocation agreement in its entirety executed between BellSouth and BlueStar Networks, Inc. ("BlueStar") dated August 30, 1999.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, AVANA and BellSouth hereby agree as follows:

1. AVANA and BellSouth shall adopt in its entirety the BlueStar/BellSouth Collocation Agreement dated August 30, 1999, and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BlueStar/BellSouth Collocation Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Collocation Agreement	63
TOTAL	67

2. In the event that AVANA consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of AVANA under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 1.5 of the BlueStar/BellSouth Collocation Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 1.5 of the BlueStar/BellSouth Collocation Agreement, the effective date shall be August 30, 1999.

11/22/99

pursuant to Section 1.5 of the BlueStar/BellSouth Collocation Agreement, the effective date shall be August 30, 1999.

4. AVANA shall accept and incorporate any amendments to the BlueStar Collocation Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

AVANA Communications Corporation

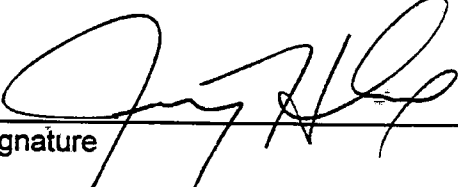
Jim Blanchard
President
AVANA Communications Corporation
1690 Chantilly Drive N.E.
Atlanta, GA 30324

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

11/22/99

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

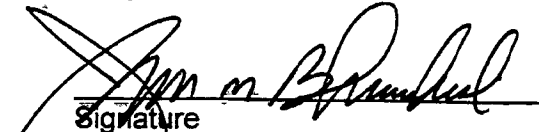

Signature

Jerry D. Hendrix
Name

Sr. Director
Title

01/24/2000
Date

AVANA Communications
Corporation


Signature

James M. Blanchard
Name

President
Title

1-14-2000
Date

Collocation Agreement

By and Between

BellSouth Telecommunications, Inc.

and

BlueStar Communications

ORIGINAL